



STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

James O. Goodwin Health Center



2019 MAR -6 PM 2:34

MICHAEL WILLIS
TULSA COUNTY CLERK

February 26, 2019

Karen Keith, Chairwoman
Tulsa County Board of County Commissioners
500 South Denver Avenue
Tulsa, Oklahoma 74103

RE: Approval of Building Lease Agreement between Tulsa City-County Health Department and Louis M. Drapp

Dear Commissioner Keith:

Please place the above-described agreement on the next meeting agenda for approval of the Tulsa County Board of County Commissioners. Appropriate language for your consideration follows:

"Approval of lease of space at 2828 West 51st Street to Louis M. Drapp by the Tulsa City-County Health Department."

Three copies of a lease agreement signed by Mr. Drapp and TCCHD are enclosed. Following the Board's approval and execution, please return two fully executed agreements to me and I will return a copy to Mr. Drapp. Thank you for your consideration and assistance.

Sincerely,

Chanteau Orr, Legal Counsel
Tele: 918/595-4434
Fax: 918/595-4584
E-mail: corr@tulsa-health.org

Enc: (3) Sublease Agreement
cc: Karen Keith, Commissioner
Stan Sallee, Commissioner
Ron Peters, Commissioner
Jumao Wang, Finance and Accounting Manager
Clem Rodriguez, Manager, Maintenance & Operations

Original: Michael Willis, Tulsa County Clerk, for the BOCC Agenda

**BUILDING LEASE AGREEMENT
(Commercial)**

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) cc.

This Lease Agreement (Lease) is entered into on this 1st day of October, 2018, between Tulsa City-County Health Department and the Board of County Commissioners of Tulsa County (Landlord) and Louis M. Drapp (Tenant). Landlord has leased the Leased Premises to Tenant since October 1, 1999.

1. **DEFINITIONS AND BASIC PROVISIONS.** The following definitions and basic provisions shall be construed as follows when used elsewhere in this Lease:

- a. **Effective Date:** The Effective Date shall be the 1st day of October, 2018.
- b. **Landlord:** Tulsa City-County Health Department and Board of County Commissioners of Tulsa County, c/o Mr. Bruce Dart, Director, 5051 South 129th East Avenue, Tulsa, OK 74134; Tele: 918/595-4404; Fax: 918/595-4582
- c. **Tenant:** Louis Drapp, 2309 West 47th Place, Tulsa, OK 74107; Tele: 918/446-6542
- d. **Leased Premises:** Landlord in consideration of the rents, covenants and agreements of this Lease, does lease and rent, for a period of one year from the 1st day of October, 2018, to the Tenant the following described property:

Approximately 2,200 square feet in the building located
at 2828 West 51st Street, Tulsa, Tulsa County,
Oklahoma.
- e. **Use:** Tenant shall use the Leased Premises for a recording studio. Tenant, as evidenced by signature below, has determined and represents that the stated use is consistent with all local, State and Federal regulations applicable to said use.
- f. **Legal Use.** Tenant shall use the Leased Premises only for the permitted use. Tenant shall not use, nor permit the use of, anything in the Leased Premises (i) which would violate any of the agreements of the Lease, (ii) for any unlawful purpose or in any unlawful manner, or (iii) that would substantially increase the cost of the Landlord's insurance.

2. **GRANTING CLAUSE.** Landlord covenants and warrants that it has rightful possession to lease and let to Tenant, together with all improvements, appurtenances, easements, and privileges, the Leased Premises for the permitted use, together with on-site parking, if any.
3. **PAYMENT OF RENT/ADDITIONAL RENT.** Tenant, in consideration of the use and possession of said Leased Premises, agrees to pay to Landlord the sum of Nine Thousand Dollars (\$9,000.00) payable at Seven Hundred Fifty Dollars (\$750.00) per month, with such monthly installments to be paid in advance, on or before the first day of each calendar month during the term, without demand. Tenant's covenant to pay rent shall be independent of every other covenant set forth in this Lease, and Tenant shall have no right of deduction or setoff whatever. All rents shall be paid to Landlord at the Landlord's address.
4. **LATE PAYMENT OF RENT.** Rent received on or after the 11th day of each month shall be assessed the maximum late fee amount allowable by law. Should Tenant default in the payment of any installment or the principal sum set forth in number 3, above, the total principal sum shall become immediately due and payable. The Landlord shall be entitled to the possession of the Leased Premises, and the property of said Tenant contained within, and may sell and dispose of said leasehold and said property of said Tenant at public auction, and the Tenant shall be liable to the Landlord for the remaining sum unpaid and the expenses incident to the collection thereof.
5. **GENERAL PROVISIONS**
 - a. **Assignment, Subletting, and Encumbering.** This Lease shall not be assigned, sublet, or transferred by Tenant without Landlord's prior written consent. Any assignment or subletting shall not relieve Tenant of its obligations or release Tenant from the further performance of all Lease covenants.
 - b. **Estoppel Certificate.** Tenant shall execute and deliver to Landlord such estoppel certificates as Landlord shall reasonably require, stating length of Tenant's lease, amount of rent, deposits, and other terms.
 - c. **Subordination.** This Lease shall be subject to and subordinate, at all times, to the lien of existing mortgages and of mortgages which hereafter may be made on the Leased Premises.
 - d. **Rules and Regulations.** Tenant agrees to observe and comply with the rules and regulations presently existing and such other and further reasonable rules and regulations as Landlord may adopt.

- e. **Toxic or Hazardous Materials.** Tenant shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Leased Premises. Tenant, at its sole cost, will comply with all laws relating to Tenant's storage, use, and disposal of hazardous or toxic materials.
- f. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration or termination of the Lease, Tenant shall occupy the Leased Premises as a Tenant from month-to-month at 150% of the rental due for the last full calendar month during the term of the Lease and subject to all other provisions and obligations of the Lease applicable to a month-to-month tenancy.
- g. **Signs.** Landlord retains the right to approve any and all exterior signs.
- h. **Destruction of Leased Premises.** In the event of a partial destruction of the building in which the Leased Premises are contained, Landlord, in its sole discretion, shall make any repairs that can be made under the existing governmental regulations within one hundred twenty (120) days of such destruction. Such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If repairs are not be made within one hundred twenty (120) days, this Lease may be terminated, at the option of either party, by delivering written notice.
- i. **Right of Entry.** Landlord reserves the right, for itself, and its employees, contractors, or its agents, to enter any and all portions of the Leased Premises at any time; provided, that Landlord shall give Tenant reasonable notice prior to any entry. During the progress of any repairs or work, Landlord may keep and store on the Leased Premises all necessary materials, tools, and equipment, and Landlord shall, in no event, be liable for disturbance, inconvenience, annoyance, loss of business, or other damage to Tenant, or any assignee, or sub-lessee under the Lease, by making such repairs or performing any such work on or in the Leased Premises, or due to bringing materials, supplies, and equipment into or through the Leased Premises during the course of such work. Tenant shall permit Landlord at any time within sixty (60) days prior to expiration of this Lease to place upon the Leased Premises the usual "For Lease" or "For Sale" signs, and permit persons desiring to lease or purchase the same to inspect the Leased Premises thereafter.
- j. **Condemnation.** If the Leased Premises is totally condemned by any lawful authority under the power of eminent domain, or shall, during the continuance of the Lease, be totally destroyed by the action of public

authorities, then this Lease and the term leased shall terminate, and the Tenant shall be liable for any rent only up to the date of such termination.

- k. **Quiet Enjoyment.** Landlord grants to Tenant, in exchange for continued payment of rent and performance of each and every covenant hereof, the right to peacefully and quietly hold, occupy, and enjoy the Leased Premises throughout the term. Further, Tenant shall not commit any waste upon the Leased Premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

6. **MAINTENANCE**

- a. **Tenant.** Tenant shall keep the Leased Premises neat and clean and in such repair, order, and condition as they were on the commencement of this Lease, with the exception of reasonable use and wear and damage by fire or by unavoidable casualty. Tenant shall maintain (including necessary replacement) all fixtures and equipment relating to plumbing, electrical, heating, ventilation, air conditioning (HVAC); subject to the provisions of Oklahoma law applicable to governmental entities. At Landlord's sole discretion, Landlord shall reimburse Tenant for repairs of plumbing, electrical, heating, ventilation and air conditioning (HVAC) not to exceed \$250.00. Tenant shall maintain and replace exterior doors, windows, and all plate glass, floor covering, carpet, paint, wallpaper, and other coverings. Tenant shall not damage or abuse or permit the damage or abuse of the Leased Premises. Tenant shall not overload the floor and shall abide by Landlord's engineer's instructions with respect to care and avoidance of abuse. Any and all improvements to the Leased Premises, including built-ins, shall belong to the Landlord.
- b. **Common Area.** Tenant shall be responsible for the common area maintenance, including, but not limited to: exterior lighting; parking lot and sidewalks (repair, including necessary replacement, sweeping, striping, snow and ice removal); landscape and lawn maintenance (mowing, watering, plant replacement); janitorial service to common hallways, and applicable insurance and utilities charges, including storm water management fees if any.
- c. **Utilities.** Tenant shall be responsible for arranging and contracting for all utilities services necessary for the operation of the Property, including establishment of any required deposits, and payment of any and all utility charges incurred during the term. Such utility charges shall include water, natural gas, telephone, cable television, sanitary sewer, electricity and storm water management fees. Tenant shall also be responsible for the maintenance of any on-site sewage disposal system (septic tank, etc.). Further, in the event of any interruption of utility services, the Landlord shall

neither be responsible for, nor shall any rent be abated due to, such interruption.

- d. **Landlord**. Tenant further agrees to hold harmless and releases Landlord from any and all damages that occur to the contents of any portion of the building during the term of the lease.

7. **INDEMNITY AND INSURANCE.**

- a. **Indemnity, Liability, and Loss or Damage**. Tenant agrees to defend, indemnify, and hold Landlord harmless from any loss, cost, or expense, whatsoever, resulting from:
1. personal injury, loss of life, or loss of property relating to the use and occupancy by Tenant, or
 2. from damage to, or destruction of, the Leased Premises, or any part thereof, or any abutting real property caused by, or attributable to, the negligent act or acts, or omission or omissions to act, of Tenant, or caused by, or attributed to, the Tenant's failure to perform its obligations under this Lease.
- b. **Tenant's Insurance**. Tenant agrees to insure the Leased Premises for fire, casualty, and public liability at \$1,000,000.00 combined single limit bodily injury and property damage. Tenant shall obtain, keep in force, and pay for such fire, casualty, and comprehensive public liability insurance, in amounts reasonably required by Landlord, with reputable, responsible, licensed companies, indemnifying Landlord and Tenant against all claims and demands for injury to, or death of, persons, or damage to property, which may be claimed to have occurred on the Leased Premises. Certificates of the same, naming Landlord as additional insured, shall be provided to the Landlord. Further, Tenant shall insure all of Tenant's contents. In addition, Tenant agrees not to use said building, or any portion thereof, for any purposes that will increase the insurance rate or risk on said building, or for any purpose prohibited by the Statutes of the State of Oklahoma or the ordinances of the City of Tulsa.

8. **NON DISCRIMINATION**. Tenant agrees to the extent applicable to comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, Executive Order 11141, and as supplemented in Department of Labor Regulations (CFR Part 60) certifies that all services are provided without discrimination on the basis of race, color, national origin, creed, sexual orientation, political affiliation, age, sex, ability to pay or handicap. In addition, a contractor with fifty (50) or more employees with a contract that exceeds \$50,000.00 must develop and implement a written affirmative action program which establishes results- oriented procedures, goals and timetables which increase the hiring and upgrading for women and minorities. In addition, Tenant certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights

Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.

9. **LANDLORD'S LIEN.** In consideration of the mutual benefits arising under this Lease, Tenant grants to Landlord a lien and security interest in and on all property Tenant now, or hereafter, may place in or upon the Leased Premises, and the property shall be, and remain, subject to such lien and security interest of Landlord for payment of all rental and other sums agreed to be paid by Tenant. The lien and security interest shall be in addition to and cumulative of the Landlord's liens existing or to exist under statute, in law, or in Security Agreement under the Uniform Commercial Code, so that Landlord shall have, and may enforce, a security interest on all property of Tenant now, or hereafter, placed in or on the Leased Premises, including, but not limited to, all fixtures, machinery, equipment, furnishings, and other articles of personal property now, or hereafter, placed in or upon the Leased Premises by Tenant. Landlord may, at its election at any time, file a copy or memorandum of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under the Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative of the Landlord's liens and rights provided by law, or by the other terms and provisions of this Lease.
10. **ADDITIONS AND ALTERATIONS.** Tenant shall not make additions, alterations or improvements to the Leased Premises without prior written consent of the Landlord. Any and all additions, alterations and improvements to the Leased Premises, including built-ins, shall belong to the Landlord.
11. **BREACH AND DEFAULT.** This Lease may be deemed by Landlord as being in default if any of the following occur:
 - a. Tenant fails to make any payment of rent, or any other amount due, and such failure continues for fifteen (15) days after the payment due date;
 - b. Tenant fails to keep in force insurance as required by Paragraph 7(b) for the Leased Premises and such failure continues for ten (10) days after written notice to Tenant;
 - c. Tenant materially breaches any other covenant and the same shall not have been cured within ten (10) days after notice thereof by Landlord;
 - d. Tenant files any voluntary petition in bankruptcy, or for corporate reorganization, or any similar relief, or if any involuntary petition in bankruptcy should be filed against the Tenant;

- e. A receiver is appointed for Tenant or Tenant's property by any court;
 - f. Tenant makes an assignment for benefit of creditors;
 - g. Tenant abandons or vacates the Leased Premises during the term;
 - h. Tenant fails to operate its business in material compliance with all applicable laws;
 - i. Tenant transfers a portion, or all, of its assets to another entity or individual without written notification and consent of the Landlord.
12. **LANDLORD'S REMEDIES.** Upon the occurrence of any event of default by Tenant, and the failure by Tenant to remedy such default within the time specified herein, Tenant grants the Landlord the following rights:
- a. **To change the locks, exclude Tenant from the Leased Premises, re-enter Leased Premises and enforce security against Tenant's entry.**
 - b. **To re-let Leased Premises and recover cost of alterations and damages.** Tenant shall be immediately be liable to pay to Landlord, without further demand or process of law, the cost and expense of re-letting, including any associated fees, costs, alterations and repairs deemed necessary by Landlord to effect re-letting. If Tenant shall have been credited with any rent to be received by re-letting and the rent shall not be promptly paid to Landlord by the new tenant, Tenant shall immediately be liable to pay the deficiency to Landlord. If the Landlord elects to terminate this Lease, Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's failure to pay rental, including the costs of recovering the Leased Premises, and including the excess of the rental reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the term, which shall be immediately due and payable by Tenant to Landlord. Landlord shall be under no obligation to attempt to re-lease the Leased Premises before it leases its other properties.
 - c. **To remove, store, and dispose of Tenant's property.** Any property belonging to Tenant, or to any person otherwise found upon the Leased Premises at the time of re-entry or termination by the Landlord, may be removed and stored in any warehouse, at the cost of Tenant, in Landlord's sole discretion, deemed to be abandoned by Tenant and disposed of accordingly.
 - d. **Additional Remedies.** In the event of any breach by Tenant of any covenants, agreements, terms, or conditions of this Lease, Landlord shall

be entitled to any other right or remedy allowed at law or equity, by statute, or otherwise. The provisions of this Section shall be construed consistent with the laws of the State of Oklahoma.

- e. **To Recover Attorney's Fees.** If suit is brought for recovery of possession of the Leased Premises, for the recovery of rental, or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of either party to be kept or performed, and a breach shall be established, the Tenant shall pay to Landlord, if Landlord prevails, all expenses incurred, including a reasonable attorney's fee.
- f. The foregoing rights and remedies given to Landlord are, and shall be, deemed to be cumulative. The failure of Landlord at any time to exercise any right or remedy herein granted or established by law shall not be deemed to operate as a waiver of its right to exercise such right to remedy at any other future time.

13. **EFFECT AND SEVERABILITY.** This Lease shall be binding upon Landlord and Tenant, their heirs, legal representatives, successors, and assigns. This Lease sets forth the complete understanding of Landlord and Tenant and supersedes all previous negotiations, representations, and agreements between them and their agents. This Lease can only be amended or modified by a written agreement signed by Landlord and Tenant.

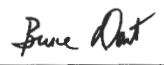
Should any clause or provision of this Lease be adjudged or rendered unenforceable, all provisions not so affected shall remain in full force and effect. In the event of any transfer of title or interest of the Leased Premises, the Landlord shall be relieved of all liability related to Landlord's obligations to perform after such transfer. Provided that any funds in the hands of Landlord at the time of such transfer shall be delivered to Landlord's Grantee. Landlord's obligations hereunder shall be binding upon Landlord's successors and assigns only during their respective periods of ownership.

APPROVED AND AGREED TO BY TENANT

By: 
Louis Drapp

Date: 2-18-19

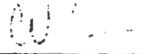
**APPROVED AND AGREED TO BY LANDLORD
TULSA CITY-COUNTY HEALTH DEPARTMENT**

By: 
Bruce Dart, Ph.D., Executive Director

Bruce Dart
2019.01.23 16:44:57 -06'00'

Date: _____

Approved As To Form

By:  Chanteau Orr
2019.01.23 16:33:16 -06'00'
Chanteau Orr, Legal Counsel
Tulsa City-County Health Department

Approved:

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY

By: _____
Ron Peters, Chairman

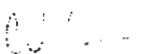
Date: _____

ATTESTED:

By: _____
Tulsa County Clerk

Date: _____

Approved As To Form

By:  Nolan M. Fields IV
Asst. District Attorney

Date: 3-7-19